



County of Los Angeles CHIEF EXECUTIVE OFFICE

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<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

April 1, 2008

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PROBATION DEPARTMENT: APPROVAL OF CONTRACT MODIFICATION
NO. 1 WITH ROBERT SPIERER FOR INDEPENDENT CHILD ABUSE
INVESTIGATION REVIEW SERVICES
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Contract Modification No. 1 with Robert Spierer for independent child abuse investigation review services for the County of Los Angeles Probation Department (Department).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On May 8, 2007, your Board approved a contract with Robert Spierer for independent child abuse investigation review services. The current contract allows the Chief Probation Officer to terminate Mr. Spierer's services based on standard County terms and conditions; however, this is not in compliance with the June 30, 2005 Action Plan developed to address the Department of Justice (DOJ) audit recommendations. Paragraph 31 of the DOJ Action Plan requires that the independent child abuse investigation reviewer be independent of the Department's control. To comply with the DOJ requirement, the current contract is being modified to give the ability to terminate Mr. Spierer's services solely with your Board. Additionally, the proposed modification will also extend the initial contract term from one year with two one-year options to an initial term of two years and seven months with two one-year options. The revised contract term will be consistent with the term of the DOJ oversight.

Implementation of Strategic Plan Goals

The recommended Board action is consistent the Countywide Strategic Plan, Goal No. 1: Service Excellence; Goal No. 3: Organizational Effectiveness; and Goal No. 5: Children and Families' Well-Being.

FINANCIAL IMPACT/FINANCING

The proposed modification will not have any financial impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved Contract Modification No.1 as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable the Department to fully comply with the Action Plan's mandate to have child abuse investigations reviewed by an independent party who is not an employee of the Department.

It is requested that the Executive Officer, Board of Supervisors, forward a copy of the signed contract modification to: Mr. Robert J. Spierer, 23432 Thornewood Drive, Santa Clarita, CA 91321 and Ms. Yolanda Young, Probation Department, Contracts and Grants Management Division, 9150 East Imperial Highway, Downey, CA 90242.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
RT:YY:CK:cm/yjf

Attachment

c: Executive Officer/Board of Supervisors

**MODIFICATION NO. 1 TO CONTRACT NO. 76092
FOR INDEPENDENT CHILD ABUSE INVESTIGATION REVIEW SERVICES**

Modification No. 1 to Contract No. 76092 is made and entered into in Los Angeles, California by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "COUNTY") and Robert J. Spierer, an independent consultant located at 23432 Thornewood Drive, Santa Clarita, California 91321 (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, COUNTY entered into a contract with CONTRACTOR on May 8, 2007 to provide Independent Child Abuse Investigation Review Services; and

WHEREAS, CONTRACTOR and COUNTY mutually agree to modify said contract as hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:

1. CONTRACT Section 4.0 TERM OF CONTRACT Subsection 4.1, is amended in its entirety to read as follows; the remaining subsections remain the same:
 - 4.1 The term of this contract shall be from May 8, 2007 through November 30, 2009. It may be extended by the Board of Supervisors and the authorized official of CONTRACTOR by mutual agreement for two (2) additional 12-month periods pursuant to sub-paragraph 8.4, Change Notices and Amendments.
 - 4.2 Contingent upon available funding, the term of the contract may also be extended upon the expiration date, on the month to month basis, for a period of time not to exceed six (6) months upon written request of the Board of Supervisors and the written concurrences of the CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
2. CONTRACT Section 5.0 CONTRACT SUM Subsection 5.1 is amended in its entirety to read as follows; the remaining subsections remain the same:
 - 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for

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supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed \$150,000 per twelve (12) month period consistent with fees listed on *Exhibit B, Pricing Schedule*. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Board of Supervisors with a copy to the Probation Department at the address herein provided.
3. CONTRACT Section 8.41 TERMINATION FOR CONVENIENCE is amended in its entirety to read as follows; the remaining subsections remain the same:
 - 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County's Board of Supervisors, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
 4. CONTRACT Section 8.42 TERMINATION FOR DEFAULT is amended in its entirety to read as follows; the remaining subsections remain the same:
 - 8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Board of Supervisors:
 - A. CONTRACTOR has materially breached this Contract;
 - B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - C. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the

COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.42.2 In the event that the COUNTY's Board of Supervisors terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.4 If, after the COUNTY's Board of Supervisors has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY's Board of Supervisors that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 In the event the COUNTY's Board of Supervisors terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Board of Supervisors, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

5. CONTRACT Section 8.43 TERMINATION FOR IMPROPER CONSIDERATION is amended in its entirety to read as follows; the remaining subsections remain the same:

8.43.1 The COUNTY's Board of Supervisors may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

6. CONTRACT Section 8.44 TERMINATION FOR INSOLVENCY is amended in its entirety to read as follows; the remaining subsections remain the same:

8.44.1 The COUNTY's Board of Supervisors may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

7. CONTRACT Section 8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYSIT ORDINANCE is amended in its entirety to read as follows; the remaining subsections remain the same:

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY's Board of Supervisors may in its sole discretion, immediately terminate or suspend this Contract.

8. CONTRACT Section 8.50 TERMINATION AUTHORITY is added in its entirety to read as follows:

8.50 TERMINATION AUTHORITY

Authority to terminate the Contract on behalf of the County of Los Angeles is vested in the Board of Supervisors only.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Bente*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Shonda Khana*
Deputy

By *Shonda Khana*
Deputy

NAME OF CONTRACTOR:

Robert J. Spierer
Signature

ROBERT J. SPIERER
Print Name

Independent Consultant
Print Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Gordon W. Trask
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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